STATE OF CALIFORNIA

SUB-PURCHASE ORDER

STD. 40 A (REV. 4/91)

NOTICE TO VENDOR

- FURNISH DATA FOR ALL ITEMS
 OUTLINED IN HEAVY RULE IF NOT ALREADY COMPLETED BY AGENCY.
- 2. ALL SHIPMENTS TO BE PREPAID <u>F.O.B.</u>
 <u>DESTINATION</u>, UNLESS OTHERWISE SPECIFIED.
- 3. SEE ADDITIONAL INSTRUCTIONS ON REVERSE.

Will you bill separately? (If yes, bill in triplicate; if no, sign certification and return per instructions.)

HEC	(ONE)
FS	NO

SHIP TO:

REFER TO THIS ORDER BY	
TID DUDCHASE ODDED MUNDE	

SUB-PURCHASE ORDER NUMBER
SUB-PURCHASE ORDER NUMBER
DATE
VENDOR'S INVOICE NUMBER (IF ANY)
CERTIFICATION: I hereby certify that this is a true and just bill and payment has not been received.
VENDOR'S SIGNATURE
<u>Z</u>
TITLE (OWNER, MGR., CLERK, ETC.)

CHARGE TO:

	ı								ı	O. 17		.			
						OTE: THIS IS A SELF INVOICING FEDERAL EMPLOYER IDENTIFICATIONNUMBER									
		LINITO			FORM - NO	SEPAR	RATEINV	OICE NEI	EDED.						
NO.	QUANTITY	(LBS., DOZ., GALS.,ETC.)	JNITS S., DOZ., LS., ETC.) DESCRIPTION (COLOR, SIZE, PART NO., ETC.)						.)		(X)	UNIT PRICE	AMOUNT		
		, -,													1
															<u> </u>
															I I
															-
															1
															<u> </u>
															1
															<u>i</u> !
															1
															1
															-
															i i
															1
															i I
FISCAL YEAR CONTRACT OR STATE PRICE SCHEDULE NUMBER					I hereby certify, on personal knowledge that this order purchasing the items specified above is issued in accordawith the procedure prescribed by law governing the purchassuch items for the State of California; that all such I						order for	SUB TOTAL		+	
											cordance chase of			1	
NAME OF FUND AND ALLOTMENT (COMPLETION OPTIONAL)			such items for the State of California; that all such le requirements have been fully complied with.					ich legal	TRADE DISCOUNT %		i !				
						AUTHOR	RIZING SIGN	ATURE							1
					2							SUB TOTAL		1	
ALLOTMENT CODING					TITLE						SALES TAX		į į		
ADDITIONAL EXPENDITURE CODING			I hereby certify that the above goods and / or services were						ces were	SHIPPING/		1			
						received by me and are necessary for the State of California ar that quantity and quality is as indicated.						HANDLING			
						SIGNAT	URE OF REG	CEIVER			DATE RECEI	VED	TOTAL		:
CLAIM N	IUMBER		AMOUNT			CASH DISCOUNT PURCHAS						SED UND	ER \	A B C	D E
						%				AYS =			\Box		
Distri	bution (No.	of copies):		VENDOR (2)	Pl	JRCHASIN	IG (1)		ACCOUN	ITING (2)		MISC. (2)		

PURCHASE ORDER INSTRUCTIONS TO VENDOR

- **1. APPLICABLE LAW:** The contract resulting from this order shall be goverened by the State of California.
- **2. DELAY IN SHIPMENT:** If you cannot fill this order without delay, notify the originating state agency immediately.
- 3. REQUIRED PAYMENT DATE: If the vendor is a nonprofit organization and the contract value is less than \$500,000, or if the vendor is a small business, payment is due 30 days from the date the goods or services are received and accepted by the State or 30 days from the date a correct invoice is received in the office specified by the State, whichever is later. Payment is due to any other vendor 60 days from the date the goods or services are received by the State or 60 days from the date a correct invoice is received in the office specified by the State, whichever is later. When provision is made for a testing period preceding acceptance by the State, date of acceptance shall mean the date the supplies or equipment are accepted by the State during the specified testing period.
- **4. PROMPT PAYMENT**: The State of California desired to pay all bills promptly. However, unless these instructions are fully complied with, claims cannot be audited for payment.
- **5. COMPLETION OF ORDERS**: The State reserves the right to withhold payment until order is complete.
- 6. DISCOUNTS: Please show on your invoice, cash discounts offered. In connection with any discount offered, time will be computed from date of completed delivery of supplies or equipment as specified, or from date correct invoices are recived in the office specified by the State if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earing discount, on the date of mailing the State warrant or check.
- 7. SELLER'S INVOICES: This is a self-invoicing form. If proper self-invoicing box is completed and signed, send "Copy 1" to the originating department and "Copy 3" with shipment. OTHERWISE, Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain: purchase order number and date, agency order number, description of items, size, quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers, not on printed bill heads, shall be signed by the vendor or person furnishing the supplies or service. Every invoice shall be properly itemized.
- 8. CHANGES: No change or modification in items, quantities, or specifications may be made without express authorization in writing from the Office of Procurement. No other State agency, officer or employee may authorize changes, unless approved by

- BILL OF LADING: If B/L is applicable to this order, send original to 'Ship To" address and duplicate with invoices to "Charge To" address.
- 10. FOB POINT AND FREIGHT CHARGES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included on the face of this order.

Unless otherwise shown on this Purchase Order, on "FOB Shipping Point" transactions, vendor shall arrange for lowest cost transportation prepay and add freight to invoice, and furnish supporting freight bills over \$25.

Shipments that are California Intra-state in nature and where freight is to be borne by the State shall be tendered to carriers with written instructions that rates and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission. On "FOB Shipping Point" transactions, should any shipment under this purchase order be recived by the State in a damaged condition and any related freight loss and damaged claims filed against the carriers with the inference that damage was a resultof the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and / or material, vendor on request of the State shall at vendor's own expense assist the State in establishing carrier liability by supplying evidence that equipment and / or material was properly construed, manufactured, packaged, and secured to withstand normal transportation conditions.

- 11. PATENT INDEMNITY: The vendor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order. Vendors may be required to furnish a bond or other indemnification to the State against claims or liability for patent infringement.
- **12. VENDOR'S NOTE:** All correspondence, invoices, bills of lading, shipping memos, packages, etc. must show purchase estimate and purchase order numbers. If factory shipment, advise factory to comply.
- 13. MATERIAL SAFETY DATA SHEET: If you indicate on your bid that some or all of the products you are supplying are on Cal OSHA's "Hazardous Substance List", you must forward a completed Material Safety Data Sheet (MSDS) for each such product to: Office of Procurement, ATTN: Specifications Section, P.O. Box 1612, Sacramento, CA 95807. When forwarding these MSDS, you MUST REFERENCE the Purchase Order Number and Date.

INSTRUCTIONS TO VENDOR

- 1. This is a self-invoicing form. No separate invoice is needed. Sign certification in upper right box of copy 1, invoice, if used as invoice.
- 2. Retain Vendor's Copy and Packing Slip and return remaining copies intact with carbons o the address to which goods are charged.
- 3. Attach Packing Slip to goods when delivery is made. When an order is split. enclose separate packing lip with each shipment.
- 4. Separate bilings must be made when entire order is not delivered in one shipment. In such cases, disregard the invoice feature of this form, but return at least one copy with your invoice.
- 5. If state agency specifies F.O.B. other than destination and freight costs exceed \$25 attach copy of freight bill.